To Be Completed After Deposit Is Sent In



- 1. Read the information provided in this document.
- 2. Fill out and select the appropriate housing option and meal plan.
- 3. Review to make sure all information is complete and form is signed.
- Enclose completed and signed form/contract in envelope and mail to Northwood University – Office of Housing & Residence Life
- 5. Can also be faxed to 989-837-4111 or email to shepherj@northwood.edu

2018-19 HOUSING AND DINING SERVICES CONTRACT

ATTENTION: RESIDENT MAY CANCEL THIS AGREEMENT WITHIN TEN (10) CALENDAR DAYS FOLLOWING RESIDENT'S EXECUTION OF THIS AGREEMENT. SEE CONTRACT FOR SPECIFIC DETAILS.

The Housing & Dining Services Contract is legally binding for the Entire 2018-2019 Academic Year.

This includes both Fall and Spring Semesters.

SECTION 1: PERSO	DNAL INFO	RMATION					
Student Name:					Studen	t ID Num	ber:
otadent Name.	Last Name	First	Name	Middle Nan	ne staden	c ib italii	
Cell Phone Number:		-	Но	me Phone N	Number:		
COL	ıntry area	phone number			country code	area code	phone number
Home Address:							
Home Address:	Street Address		City	,	State	Zip	Country
E-mail Address:		Date	of Birth:	/	/	O Ma	ile O Femal
			Month	Day	Year		
Housing Status: 🗖 Inco	oming Freshma	n □ Retur	ning Student	☐ Incoming	g Transfer Stud	ent 🗆 (Graduate Student
f Transfer Student, List F	Previous College	e or University	:			∕ears Atter	nded:
Class Status: (As of Fall 2018 Semester)	☐ Fre	shman \Box] Sophomore	☐ Juni	or 🔲 Sen	ior \Box	Graduate School
High School:							
Major:				Minor (if	any):		
SECTION 2: PAREI	NT/LEGAL (GUARDIAN	CONTACT	INFORM	ATION		
Name:					Relationshir	o to You:	
Last N			First Name	?			
Address:							
	et Address		City	,	State	Zip	Country
Cell Phone Number:			Но	me Phone N	Number:		
COL	intry area	phone number			country code	area code	phone number
E-mail Address:							
				_			
SECTION 3: EMER	GENCY AN	D MISSING	PERSON	CONTACT	INFORMA	TION	
N THE EVENT OF AN E	MERGENCY, \	NHO SHOUL	D BE CONTAC	TED?			
Emorgonou Contact Na	ımo:				Polatio	achin ta V	/our
Emergency Contact Na		ast Name		First Name		nsinp to Y	′ou:
Cell Phone Number:		_	Но	me Phone N	Number:		_
	ntry area	phone number		inc i none i	country code	area code	phone number
Home Address:							

City

State

Zip

Street Address

Country

IN THE EVENT THAT YOU ARE DETERMINED TO BE MISSING, WHO SHOULD BE CONTACTED?

You have the option to include one or more people. Attach additional contact information, if needed. As part of our commitment to the safety and security of our students, and to maintain compliance with the Higher Education Opportunity Act, Northwood University has established a missing student protocol. This policy is intended to establish formal notification procedures for students who live in on-campus housing and who have been reported missing for more than 24 hours.

Emergency Contact I	Name:				Relatior	ship to	You:
			Last Name	First Name		-	
Cell Phone Number:				Home Phone Nu	mber:		<u> </u>
	country code	area code	phone number	_	country code	area code	phone number
Home Address:							
	Str	eet Addres.	s	City	State	Zip	Country

SECTION 4: RESIDENCE FACILITY PREFERENCES

At Northwood University, we believe that a residential environment is an important component of the college experience. Therefore, the University has a residency policy for all first and second year students. Students who have achieved junior status (60 credit hours) by the first day of class in the fall semester and have not signed a housing contract are not required to live on campus for that academic year.

All full-time (i.e., registered for 12 or more credit hours) students first enrolled at Northwood for the Fall 2018 semester or later with less than 60 credit hours are required to reside on campus unless they meet one of the criteria for exemption noted below:

Student must meet one or more of the following criteria to be exempted from the residency policy:

- 1. Has completed a total of four (4) semesters living in university residence halls (excluding summers) at Northwood University and/or another institution;
- 2. Is two full years removed from their high school graduation date;
- 3. Is residing with parents, legal guardians, or a relative at their primary residence within a 50 mile radius of Northwood University;
- 4. Is 21 years of age or older by the first day of class in the fall semester of the academic year for which an exception is requested;
- 5. Is Legally married;
- 6. Is a parent of dependent child(ren);
- 7. Has time served as a member of the United States armed services;
- 8. Has a medical, psychological, or physical requirements that cannot be accommodated by the college. In compliance with Section 504 of the Rehabilitation Act of 1973, as amended with the Americans with Disabilities Act of 1990 (ADA), and with the ADA Amendments Act of 2008, students with diagnosed disabilities who may need some form of disability-related housing consideration should submit their request to the Director of Academic and Learning Services. In rare circumstances when the University is unable to make an accommodation, the student will be granted an exemption from the residency requirement;
- 9. Has documented evidence of extreme, unanticipated, financial hardship (must provide documentation and consult with the Northwood University Financial Aid Office):
- 10. Has been officially notified of non-admission, withdrawal, or dismissal from the University;
- 11. Is participating in a Northwood University off-campus study abroad or internship program which exceeds more than three weeks in length; or
- 12. Has graduated from the University.

All incoming first-year students not satisfying one of the above exceptions are assigned to campus residence halls for their first academic year unless they qualify for one of the residency policy exceptions, as indicated above. Freshman dorm rooms have two students and share an adjoining bathroom with two other freshman students. Male students are assigned to Dubois Hall, and female students are assigned to Miner Hall. All incoming first-year students residing in the campus residence halls are required to purchase a Standard or Unlimited meal plan.

Incoming transfer students and returning undergraduate students with less than 60 college credits not satisfying one of the above exceptions are required to live on campus and purchase a Standard or Unlimited meal plan, except for students residing in campus apartments with full kitchen facilities within the resident unit (i.e., North Village) who are not required to purchase a meal plan. Unmarried returning, transfer and graduate students with 60 or more college credits are permitted (but not required) to reside in campus housing. If you are a returning, transfer, or graduate student that wishes to reside on campus, please put a check in the box next to the housing option of your choice:

	(See page 7 for pricing on th	nese F	nousing options)
	North Village Apartments – 4 Bedroom units		Naegele Village Apartments
	Apartment-style units in a three-story building with four bedrooms, a living room, two full bathrooms, and a full kitchen. Units are furnished with a desk, chair, closet/wardrobe, bed, and dresser in each bedroom; the living room is furnished with sofa and chair. Kitchen has a breakfast bar with four bar chairs. All units have central air conditioning.		Apartment-style units with four, five or six single bedrooms, a living room, and full bathroom(s). Units are furnished with a desk, chair, closet/wardrobe, adjustable bed, and dresser in each bedroom; the living room is furnished with sofa, loveseat, chair, and end table. All units have central air conditioning.
	North Village Apartments – 2 Bedroom units		Residence Hall – Double occupancy
	Apartment-style units in a three-story building with two bedrooms, a living room, one full bathroom, and a full kitchen. Units are furnished with a desk, chair, closet/wardrobe, bed, and dresser in each bedroom; the living room is furnished with sofa and chair. Kitchen has a breakfast bar with four bar chairs. All units have central air conditioning.		Rooms share a bathroom with an adjoining room. Dubois Hall rooms are available for male students, and Miner Hall rooms are available for female students. All Miner and Dubois residents are required to have one of the meal plan options listed in Section 9 below.
_		$\overline{}$	

■ North Village Apartments – 1 Bedroom/Studio units

Apartment-style units in a three-story building with a combined or separate bedroom and living area, one full bathroom, and a full kitchen. Units are furnished with a desk, chair, closet/wardrobe, bed, dresser, sofa and chair. Kitchen has a breakfast bar with two bar chairs. All units have central air conditioning. *Note: there is a very limited supply of this type of unit.*

☐ Residence Hall – Single occupancy

A limited number of residence hall single rooms are available. Rooms share a bathroom with an adjoining room. Dubois Hall rooms are available for male students, and Miner Hall rooms are available for female students. All Miner and Dubois residents are required to have one of the meal plan options listed in Section 9 below.

SECTION 5: MEDICAL INFORMATION/HOUSING ACCOMODATIONS

Housing & Residence Life. For accessibility-related requests, you will be required to register with the Dean of Student Affairs Office.

Do you require any special accommodations due to a medical condition or physical/mental disability? Yes No

If yes, please explain here:

SECTION 6: FELONY DISCLOSURE

Have you ever been convicted of a felony? Yes No

Are there any pending felony charges against you? Yes No

If you answered "yes" to any of the above, you are required to submit date, place, charge, and disposition in the space below. Attach any other documents that are necessary for further explanation. Your contract will be reviewed and you will be notified in writing of the decision regarding your housing request. Failure to truthfully disclose information will subject you to potential termination of your housing contract.

Information provided is confidential and may be retained in the Office of Housing & Residential Life for use in your medical care. Medical conditions requiring consideration for special housing for living arrangements will require documentation from a licensed health practitioner and registration with the Office of

SECTION 7: ROOMMATE AND SUITEMATE REQUESTS

Roommate #1:	// Final	A/= \		Suitemate #1:		// t ==		
	(Last name, First	Name)		Suitemate #2:		(Last name, Fir	st Name)	
				Suitemate #3:		(Last name, Fir	st Name)	
				Juitemate #3.		(Last name, Fir	rst Name)	
SECTION 8	: PERSONAL	INTERE	STS AND P	REFERENCE	S (circle a	II that d	apply):	
revious High School/0	College Involvement	Service Governm	Journalism/Yearboent Other:	ook Study Abroa	d Quiz Bowl/Ac	ademics Dr	lonor Society Comn rama/Theater School	-
avorite Topics/Hobbio	25:	Math I		ohy Reading			rnment History s Traveling Vide	
1usical Preferences:			/Gospel Classic R pp R&B Top 40				atin Oldies Opera	Pop
ow Would You Descri	be Yourself?		nusiast Bookwo ic Social Butterfl				Over-Achiever over Other:	
orthwood University	Participation:	Honors Cu	rriculum 4-Year	BBA/MBA Track	Emerging Leade	ers NU Atl	hletics:	
ly Hometown Is Mor	e:	Rural	Urban	Sub	urban			
Plan to Go Home Mo	st Weekends:	Yes	No	Uns	ure			
Plan to Clean My Roo	m:	Daily	Twice a Week	Weekly	Monthly	Befo	ore My Friends/Family	y Visit
tudy Preference:		Very Quiet	Mode	erately Quiet (Son	ne Noise) N	loisy (I Can Tu	une It Out) No Pre	eference
See My Room Predon	ninantly Being:	Place to Slee	p and Study Place to	o Be by Myself Plac	e to Entertain 1-2 F	riends Place t	to Entertain a Group of F	riends
ly Favorite Type of Fo	ood Is:	American	Italia	n Mexican	/Latin A	sian	Other:	
leep Preference:		Very Quiet	Some No	ise Any	Noise (I Can Tun	ie It Out)	No preference	
igh School Graduatin	g Class Size:	1-49	50-149	150-299	9 300	-499	500+	
Smoke/Chew Tobacco	D:	Yes		No				
Am:		Very Clean		Moderately C	lean	Mes	sy	
Am a(n):		Early Bird		Night Owl		A Mixtu	re of Both	
Am More:		Social		Studious		A Mixtu	re of Both	
Prefer My Roommate	::	Use Tobaco	00	Not Use Toba	ссо	No Pref	erence	
Prefer My Roommate	::	Has Friend	s Over	Does Not Hav	e Friends Over	No Pref	erence	
oommate Leaves Camp	us to Go Home Often:	All Right w	ith Me	Not All Right	with Me	No Pref	erence	
oommate Musical Pro	eferences:		Gospel Classic Ro p R&B Top 40				Latin Oldies Ope	era Pop
Prefer My Roommate	to Be:	Band Enth	usiast Bookworn	n Class Clown [Drama Club He	alth Nut O	ver-Achiever Shopa	

Upperclassman

Transfer

_Additional Room Charge (Per Semester): ___

International

__ Colleague:_

Sophomore

Freshman

Date Received: _

Room Assignment:

SECTION 9: RESIDENT MEAL PLAN OPTIONS FOR 2018-19

Student Name:				
Last Name		First Name	Mid	dle Name
Student ID Number:				
Semester(s) check one:	_ Fall Spri	ng <i>F</i>	Academic Year (Fa	II/Spring Semesters)
Please make a selection by ch	necking one of the	circles (〇) belo	ow:	
RESIDENT STUDENT PLANS				
All students residing on campus in hou includes meals plus "Bonus Cash." Bonus Commons Dining Hall, Jordan	onus Cash can be used to	purchase meals or s	•	•
Option 1 is the default meal plan are changes will be made to meal plans a plan that will give you enough meals must purchase individual meals at an	after the second week of to last for the 16-week se	f classes. When choc emester. Students wh	osing your meal plar no run out of meals l	, remember to choose the
FRESHMEN RESIDENTS (pick one):		RETURNING, TRA		UATE STUDENT HOUSING
Option 1: Standard Plan • 260 meals per semester • \$250 Bonus Cash per semester	\$2,510 per semester		andard Plan s per semester us Cash per semester	\$2,510 per semester
Option 2: Unlimited Plan • Unlimited meals • \$250 Bonus Cash per semester	\$3,035 per semester	Option 2: Unli • Unlimited • \$250 Bond		\$3,035 per semester
		• \$350 Bon	5 Plan s per semester us Cash per semester ption available for North	\$1,675 per semester Village residents only
		Option 4: No Note: this op	Meal Plan tion available for North	Village residents only

Note: Meals must be used during the semester only. Bonus Cash may be used during the full academic year (i.e., unused Bonus Cash from the Fall semester may be used during the following Spring semester). Both Meals and Bonus Cash may be used for guests of the student; guest meals are limited to 5 swipes for the Unlimited Plan.



Office of Housing & Residence Life 4000 Whiting Drive, Midland, MI 48640 989.837.4925

OFFICE USE	ONLY
Resident Initials:	
Additional Room Charge per Semester:	

SECTION 10: 2018-19 HOUSING & DINING SERVICES CONTRACT TERMS AND CONDITIONS

Student Name: _					
<u>-</u>	Last	First		Middle	
Home Address:					
	Street Address	City	State	Zip	
Home Phone Nu	umber:	Stude	nt ID Number:		

This University Housing Agreement ("Agreement") contains the terms and conditions upon which the Board of Trustees of Northwood University ("University") agrees to contract with you ("Resident") for the provision of housing at the University. By signing below, Resident agrees to the following terms and conditions:

1. Eligibility and Residency Requirement

Subject to the availability of space, the University requires all full-time (i.e., registered for 12 or more credit hours) students first enrolled at Northwood for the Fall 2018 semester or later with less than 60 credit hours to reside on campus for a total of four (4) semesters unless they meet one of the criteria for exemption noted under Section 4 above.

Students residing in University residence halls or apartments are required to carry a standard 260- or Unlimited- meal plan, except for students residing in campus apartments with full kitchen facilities within the resident unit (i.e., North Village).

Only single persons regularly enrolled and attending classes at the Midland campus for six (6) or more credits and making academic progress may reside in the residence halls or apartments unless permission is given by the Dean of Student Affairs. Students who are younger than 16 years of age or older than 24 years of age or married should contact the Office of Housing & Residence Life prior to submitting an application.

Northwood University reserves the right to refuse student campus housing at its discretion if there is an indication that past behavior and/or criminal activity on the part of an applicant for University housing is such that the interests of the University, students, and/or the applicant would be best served if the applicant was not permitted to live on campus.

2. Contract Term

The terms of this contract apply to the entire 2018-19 academic year (August 27, 2018 to May 12, 2019), or if entered into after the start of the academic year, to the balance of the academic year. This contract may not be terminated before or during the academic year except under the terms set forth in the "Termination of Contract" section of this contract.

Any dates approved or offered for an early move-in are subjected to a daily rate fee. Additionally, students must be checked into their assignment no later than the first official start of fall classes as specified by the University. For both fall and spring semesters, occupancy ends no later than 24 hours after the resident's last regularly scheduled final examination, or no later than 1:00 PM ET on the day after the last regularly scheduled final examination, whichever occurs first. Graduating seniors may request an approval to stay in their residence hall until 1:00 PM ET on the day of Commencement. In December, the halls close for occupancy on December 16, 2018 and will reopen for spring semester on January 13, 2019.

Note: An assignment correspondence is sent to each prospective resident indicating move-in dates and times. Occupancy dates are subject to changes in the academic calendar.

3. Break Periods

Residents must vacate the residence halls during all published vacation/break closure periods unless they are eligible and have specifically contracted *in advance* for break housing. Residence halls are not accessible to residents during posted break closings and Residents are responsible for their own housing and meals during break periods. During breaks, residence hall rooms are exclusively the property of the University. Please refer to *Residence Life Handbook* for important dates of residence hall occupancy and break periods.

4. Payment

The Resident shall pay to the University the amounts set by the University for housing. By signing this Agreement, the Resident agrees to be billed for and pay the University housing fee in accordance with the payment schedule of the University then in effect. Rates are subject to change by the University, but the University will provide the Resident notice of any rate change before the change is implemented.

5. Housing and Dining Rates

The Northwood University room and board rates are subject to change without notice at the discretion of the Board of Trustees.

Housing available to a student vary depending on the student's status with respect to their class (i.e., freshmen vs. returning, transfer or graduate level). Dining Plans available to a student depend on whether the student resides in University housing or commutes to campus, and whether or not the residential housing unit occupied by the student has a kitchen. Further information regarding the housing and dining plan options available to a student is available in the *Student Handbook*.

2018-19 Residential Housing Rates:

	Cost per Semester
Traditional Residence Halls (Miner and Dubois Hall)	
Standard Double Room (per person)	\$2,730.00
Single Dorm Room	\$3,730.00
Suite Apartments without Kitchen (Naegele Village)	
Standard Room (per person)	\$2,730.00
Deluxe Suite Apartments with Kitchen (North Village)	
4 Bedroom, 2 Bath (per person)	\$3,300.00
2 Bedroom, 1 Bath (per person)	\$3,730.00
1 Bedroom/Studio, 1 Bath	\$4,245.00

2018-19 Meal Plan Rates	Cost per Semester
Standard Plan:	
260 meals \$250 Bonus Cash	\$2,510.00
Unlimited Plan:	
Unlimited visits to Dow Dining Hall \$250 Bonus Cash	\$3,035.00
Limited Plan:	
135 meals \$350 Bonus Cash	\$1,675.00

Note: Meals must be used during the semester only. Bonus Cash may be used during the full academic year (i.e., unused Bonus Cash from the Fall semester may be used during the following Spring semester). Both Meals and Bonus Cash may be used for guests of the student; guest meals are limited to 5 swipes for the Unlimited Plan

6. Assumption of Risk, Consent, and Release

All Residents acknowledge opportunities throughout the school year to participate in a variety of extracurricular activities and events not required as part of the student academic curriculum, including, but not limited to the following: using fitness facilities, housing facilities, equipment, attending and/or participating in athletic events; educational, recreational, and social activities and programs that occur in housing units, and on or off-campus property; consumption and/or participation in the distribution or selling of food and/or beverages by students, student organizations, and/or non-University individuals; and travel to and from participation in events, conferences, and other activities on and off campus. As a Resident and student, you recognize that your participation in such extracurricular activities may involve physical exertion and/or actions or omissions which could cause or result in injuries and/or health problems; contact with a variety of individuals, including non-University persons; risk of loss or damage to property; inconvenience and discomfort; exposure to circumstances and presence in locations with no supervision or protection; and other risks inherent in the particular activity or event in which you may be participating. In consideration of being permitted to utilize these facilities and equipment, and to participate in the activities and events available to our students, signing this Contract means that:

- 1) You understand the above risks may occur and you assume all risks inherent in and which arise from your participation in travel, activity, and connected activities and other consequences or events that occur in conjunction with such extracurricular activities or events.
- 2) To the fullest extent permitted on behalf of you and your heirs, assigns and all others, by law, you knowingly and intentionally release and waive any and all claims of whatsoever kind or nature against Northwood University, its Board of Trustees, president, officers, employees, advisors, agents, and representatives which may arise out of your participation in these activities and events, including, but not limited to acts, omissions, or negligence of other students, advisors, and other individuals or organizations except for the University's gross or willful and wanton misconduct.
- 3) You further agree to be responsible for your own safety, well-being, and conduct, and that neither Northwood University, its board, president, officers, employees, agents, nor representatives will be liable or responsible if you suffer bodily injury, property damage, personal injury, death, and/or other damages or losses, except if caused by their gross negligence or willful misconduct.
- 4) You also understand and agree you are solely responsible and assume all risk for damage, loss or theft of personal belongings (equipment, cameras, keys, jewelry, clothes, etc.) brought with you when participating in and traveling to and from such activities or events. Northwood University is not responsible for these personal items and they are not covered by Northwood University's insurance coverage.
- 5) You also authorize being appropriately transported to a medical facility for treatment in the event of an emergency, and consent to emergency medical treatment being administered to you in the event that you are unable (or your parent or guardian, if applicable, cannot be reached) to authorize treatment. Housing & Residence Life personnel are not authorized to provide transportation services as part of their prescribed responsibilities in a medical situation.
- 6) You recognize that you may appear in photographs, video tapes, recordings, motion pictures and other records of the extracurricular activities or events in which you participate, and you consent to Northwood University using, at its discretion, such photographs, video tapes, motion pictures, recordings, and other recordings in which you may appear unless you inform the photographer that you do not wish to be filmed. You also understand that Northwood University cannot control filming between students.

7. Assignment to University Housing

The University reserves the right to fill vacancies in units and to require the Resident to move to another unit in order to allow for optimum utilization of space or to resolve situations regarding other students in the unit. This includes assigning a second resident to a double room to bring it to normal capacity. The University will attempt to accommodate the Resident preferences, but does not guarantee assignment to a particular building, type or accommodation, single bedroom or specific roommate(s). Resident agrees to accept any room assignment made by the Director of Housing. Resident also agrees to pay the rate applicable to the assigned room according to the schedule of rates. The University also reserved the right to assign students

to overflow accommodations (increased unit density), in the event that sufficient regular spaces are not available at the beginning of the semester. Final determination of room assignments is at the sole and absolute discretion of the University.

8. Right to Cancel Contract

If the Resident is a returning, transfer or graduate student, the Resident may cancel this Agreement within ten (10) calendar days following the Resident's execution of this Agreement (the "Cancellation Period") by giving written notice to the Dean of Student Affairs. For such cancellation to be effective, the notice must be received by the Dean of Student Affairs by the last day of the Cancellation Period; provided, however, that if the last day of the Cancellation Period falls on a weekend or a legal holiday, then the Cancellation Period shall be extended to the next following business day. If the Resident cancels this Agreement in accordance with the terms of this paragraph, then this Agreement shall be terminated and of no further force or effect.

9. Refunds of Prepaid Room and Meals

Under certain circumstances, all or a portion of any payment of a residence hall account may be refundable.

- 1) In the case of academic denial, a charge will exist only for those days that a room is occupied, or keys are issued for a room. Refunds are based on the date that belongings are removed from the room, the keys are returned to the residence hall staff, and a proper check out is completed through residence hall staff. (See Residence Hall Checkouts)
- 2) When the Contract is officially terminated as a result of withdrawal from classes, the refund will be calculated according to the University Refund Policy. Residents must follow the proper check out process.
- 3) When the Contract is officially terminated due to reasons other than withdrawal from classes, the refund will also be calculated according to the University Refund Policy. Residents must follow the proper check out process.
- 4) If a Resident is administratively moved out of the residence halls, the refund will be calculated according to the University Refund Policy.
- 5) A Resident who is absent from the residence hall for a period greater than seven consecutive days because of illness may make an application to the Dean of Student Services for a refund of meals. Medical verification is mandatory.
- 6) All refunds are applied to the Resident account. Money due to the University is deducted before refunds are issued.
- 7) There are no housing or dining refunds during the final two weeks of a semester.

10. Subletting

The accommodations granted by this University Housing Agreement may be used only by you, in your capacity as a registered student. This Agreement is personal and may not be assigned or otherwise transferred nor may your space be sublet or otherwise placed in the occupancy, control, or care of another person or entity.

11. Care of University Housing

- a) You are responsible for the condition of your living space and all furnishings that are assigned to you, and you shall reimburse the University for all damage to the space or the furnishings, other than ordinary wear and tear. This includes damages to hallways, lounges, bathrooms, and public areas. When the individual responsible for the damages is unknown, these damages are prorated and divided among all the residents of the wing, floor, or building collectively. You agree to provide any knowledge you may have regarding damage to avoid collective charges. You are also responsible for the cleanliness of your assigned living space and you shall reimburse the University for all cleaning costs in excess of normal cleaning costs. Damages within shared living spaces are the combined responsibility of all students assigned.
- b) The use of additional appliances without written permission from the Office of Housing and Residence Life is prohibited. There will be an additional charge if authorized. The following are prohibited in University Housing: all pets except fish, lofts, waterbeds, or any decorations that violate fire/safety codes, firearms, combustibles or inflammable material, and the storage of equipment such as boats or trailers. Motorcycles and motor scooters may not be stored in dwelling areas. If you have an automobile you must obtain a parking permit from the Business Office and must park in the lot indicated on your permit. You may not remove furnishings belonging to the University from your living space. The removal of window screens is prohibited and will result in a fine (except in the case of fire). You may not use nails or screws, create any holes or scratches, or permanently fasten any items to any surfaces of University Housing or furnishings. You agree to remove trash from your living space and deposit it in the appropriate receptacle. Additional provisions regarding use and care of your housing are included in the *Residence Life Handbook* and are hereby incorporated into this contract.

12. Keys/Access Cards/Laundry Cards

You may not duplicate University Housing keys. You must return your keys/access cards to the University at the end of your occupancy. Lost keys/access cards must be reported to the Miner Housing Office and you will be responsible for the cost of changing lock cylinders and replacement keys/access cards for all residents in your unit.

13. Items left in University Housing

Items left in University Housing at the end of your occupancy will be removed at your expense. The University will dispose of the items as it deems appropriate.

14. Mutual Enjoyment and Use

You may not interfere with the lawful and proper use and enjoyment of the University Housing by the University, its agents or employees, or other residents. You may not play radios, televisions, stereos, musical instruments, computers, or make any other noise at levels loud enough to become heard by residents in any adjoining living spaces or adjacent buildings or where it becomes a nuisance to any other people. Courtesy hours will be enforced: 24 hours daily.

15. Right of Entry

The University reserves the right to enter living spaces after notice for the purpose of inspection, verification of occupancy, safety, health, maintenance, or in the event there is evidence of violations of University rules and regulations. The University reserves the right to enter living spaces without notice as allowed by law.

16. Remedies

Breach of this contract authorizes the University to use any and all legal remedies available, including termination of the lease. Additional remedies include, but are not limited to: denial of meal privileges; refusal to issue grade transcripts or degrees; denial of enrollment for subsequent course work; denial of future residence; and/or termination of the contract and removal from University Housing. The failure of the University to enforce at any time any provisions of this contract, or its failure to utilize any remedy which is authorized herein, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this contract or any part thereof, or the right of the University thereafter to enforce each and every such provision.

17. Time of Essence

In the satisfaction of all terms of the agreement in this contract, time is of the essence.

18. Incorporation of University Rules, Regulations and Student Conduct

Resident agrees to abide by all federal, state, and local laws, ordinances, and regulations. Resident further agrees to abide by all rules and regulations of the University including but not limited to, The *Student Handbook* and The *Residence Life Handbook*, which were provided to Resident as part of the housing packet. The University may alter the terms of this Agreement by providing no less than 30 days written notice to Resident, in the following situations:

- a) Changes required by federal, state or local law or rule or regulation; or
- b) Changes in rules relating to the physical health, safety, or peaceful enjoyment of residents and guests.

19. Addresses for Correspondence

- a) All correspondence to the University required by this contract or otherwise relating to matters in this contract (including cancellations and all fee payments) shall be mailed or delivered to the Office of Housing and Residence Life, 4000 Whiting Drive, Midland, MI 48640.
- b) All correspondence required by this contract or otherwise relating to housing matters from the University to you or your parent, guardian, or other guarantor shall be mailed to or delivered at the address designated by you on this contract.
- c) At the end of occupancy you must notify the complex office of your forwarding address in writing otherwise the University will not forward your mail.

20. Emergency Contact Information

Resident must identify to the University in Section 3 of this Housing & Dining Services Contract a person or persons to be contacted in case of an emergency. By signing this Contract, you are acknowledging that, notwithstanding the confidential relationship existing between you and the University, you understand and agree that the University may contact the person(s) you have identified, and/or your parents or legal guardian(s), in the event that the University determines that your health, safety and/or welfare may be at risk. Please note that the University does not monitor individual student behavior.

21. Collection of Legal Fees

You are responsible for any expenses incurred by the University in collecting any amount due under this contract, including collection fees up to a maximum of 33 1/3% of the amount due, and attorney's fees and other costs, including court costs.

22. Force Majeure

In the event that the University shall be prevented from completing performance of any obligations hereunder by act of nature or other occurrences whatsoever which is beyond the control of the parties hereto, then the University shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed by law.

23. Termination of Contract

- a) Automatic Termination. This Agreement shall automatically terminate at the end of the Term.
- b) **By University.** The University may terminate this Agreement prior to the end of the Term and take immediate possession of any housing unit: (i) upon any failure of Resident to timely pay any charges required under this Agreement; (ii) upon any failure of Resident to comply with any of the terms of this Agreement or the terms and conditions of the **Student Handbook** or the **Residence Life Handbook**
- c) ; (iii) when the Resident is enrolled in less than 12 credit hours at the University or the Resident's status as a student at the University ceases, regardless of reason; (iv) when the Resident's behavior requires inordinate attention from staff members, roommates or community members; or (v) when the Resident's activities endanger his/her health, safety or welfare, or the health, safety, and welfare of other residents. Should the University terminate this Agreement for any reason set forth above, the Resident shall be responsible for all charges prorated to the date of termination. The University shall not be liable for any expenses or damages or loss that the Resident incurs for relocation or inconvenience due to the University's termination of this Agreement.
- d) **By Resident.** The Resident may request termination of this Agreement prior to the end of the Term by providing a written request setting forth his or her reasons for such termination request to the Dean of Student Affairs. The decision whether to permit termination of this Agreement shall be in the sole discretion of the University's President or Vice President of Finance, whose decision shall be final and binding. The University may condition its granting the Resident's request for early termination of this Agreement upon payment of a termination fee by Resident, it being understood that any such termination fee constitutes liquidated damages and not a penalty.

24. Maintenance and Use

The Resident agrees to occupy the housing unit in a careful and safe manner and is responsible for his/her actions and any guests and their actions. The Resident agrees to notify the University in writing within 7 days of the commencement of this Agreement if the Resident discovers any defect or damage to the housing unit, its furnishings and appliances by completing an inventory checklist, which is provided by the Office of Housing & Residence Life ("Inventory Checklist") and returning the Inventory Checklist within that same 7 day period. In the event of a housing unit change, the Resident has 7 days to request and return an Inventory Checklist for the new unit. The University may attribute any defect or damage to the housing unit not included on the Inventory Checklist (including due to failure to submit an Inventory Checklist) to the Resident. The Resident agrees to treat all

furnishings and appliances with care and to promptly report any damage or malfunction to the Office of Housing & Residence Life; failure to do so may result in a monetary charge to Resident.

25. Nails, Repairs and Painting

The Resident agrees not to put any nails, holes, or indentations into any University housing facility, including into furnishings or the facility's physical structure. Neither painting nor repairs may be done to any unit by anyone other than a designated University official without the University's express written consent.

26. Damage to Units

The Resident is liable for damage to the unit and its furnishings. In the event of such damage, the University will hold each Resident of the unit individually and/or jointly liable for damage and the costs associated with repairing such damages. Damages to the general housing facility, without claim of responsibility, may result in charges that will be divided equally among the Residents of that particular facility.

27. Inspection

The Resident agrees to permit the University access to the housing unit for inspection after reasonable notice has been given in accordance with the *Student Handbook* and *Residence Life Handbook*. The Resident agrees that University officials shall have access to the premises for all lawful purposes, including but not limited to, maintenance or repairs, scheduled room inspections, and emergencies.

28. Insurance

The University is not responsible for any lost, stolen, or damaged personal possessions of the Resident. The Resident may, at his/her sole option and expense, purchase Renters and/or liability insurance if the Resident so chooses.

29. Pets and Assistance Animals

No pets of any kind are permitted in University housing facilities, with the exception of fish (see the *Student Handbook* or *Residence Life Handbook* for details). This policy does not apply to service animals necessary to accommodate a disability of the Resident; provided, however, that the Resident must receive approval from the University's Dean of Student Affairs prior to bringing such service animal into University housing facilities.

30. Soliciting

The Resident shall not give solicitors or salespeople access to the housing unit or participate in organized business or private enterprise for remuneration purposes from the housing unit.

31. Guests

Residents may not host a guest for longer than two consecutive nights in any University housing facility. Hosting a guest for any length of time on a repetitive basis is also considered in violation of this Agreement.

32. Disturbances

The Resident shall not conduct activities in the housing unit which unreasonably interfere with the use or enjoyment of neighboring units. In addition to the activities prohibited in the *Student Handbook* and the *Residence Life Handbook*, loud, noisy gatherings or other activities or actions which are disturbing to other Residents are strictly prohibited.

33. Personal Property

The Resident will remove all personal property from the housing unit upon termination of this Agreement. Any personal belongings left in University housing facilities after termination shall become the property of the University.

34. Discipline

If the Resident violates the *Student Handbook* or the, or abuses the housing facilities, in addition to termination of this Agreement, the Resident may also be subject to disciplinary action, prosecution, judicial review, legal and/or replacement fees as deemed appropriate by University officials as set forth in the *Student Handbook*. The Resident may also be subject to disciplinary action due to the misconduct of his/her guests. The University reserves the right to suspend or terminate all rights of the Resident under this Agreement as part of its normal disciplinary procedures.

35. Security Deposit

The Resident shall deposit with the University the sum of \$100, which shall be held by the University as a security deposit for the faithful performance by the Resident of all obligations hereunder. This security deposit shall be returned to the Resident upon termination of this Agreement and surrender by the Resident of the unit, subject, but not limited to the following conditions:

- a. There shall be no damage to the unit upon surrender by the Resident beyond ordinary wear and tear;
- b. All charges due and payable under the terms of this Agreement shall be paid;
- c. Resident shall have left a forwarding address with the University; and
- d. The security deposit, less any deduction for damages or unpaid charges, with an itemized list of damages and charges, shall be returned to Resident within 30 days of termination of this Agreement.

<u>NOTICE</u>: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH-IN-RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

36. Limitation of Liability

If the University is unable for any reason to deliver possession of a unit to the Resident at the time agreed, the University shall not be liable for damages caused by such failure to deliver possession nor shall such failure be deemed a breach of this Agreement; provided, however that the Resident shall not be liable for any unit fees until possession is delivered. To the fullest extent permitted by law, the University, its employees and agents shall not be liable to the Resident or the Resident's guests or invitees for any living expenses or damages, personal injury, death, inconvenience, loss or theft as to personal property, caused by the housing facility or any part thereof becoming out of repair. The University shall not be liable for failure to furnish heat, gas, electricity, or telephone service; or from the bursting, leaking, overflowing, or backing up of water, gas sewer, or steam pipes; or for damage caused by defective wiring. Furthermore, the University, its employees, and agents shall not be liable for theft, damages or injury resulting from the Resident's guests, acts, errors, omissions, negligence or accidents.

37. Severability

If any provisions of this Contract are ruled illegal or invalid by judgment or court order, such ruling shall not affect the validity or enforceability of the remainder of the previsions of the Contract.

38. Nondiscrimination

Northwood University is committed to a policy of nondiscrimination and equal opportunity for all persons regardless of race, gender, color, religion, creed, national origin or ancestry, age, marital status, disability or veteran status. The University is also committed to compliance with all applicable laws regarding nondiscrimination.

39. Michigan Laws

This Contract shall be governed by the laws of the State of Michigan.

40. Complete Agreement

This Agreement is the complete agreement of the parties with respect to the Resident's occupancy and use of University housing facilities, and replaces all prior discussions or communications. This Agreement can be amended or supplemented only by a written document signed by an authorized representative of the University and by the Resident. This Agreement supersedes any other University document that may pertain or refer to University housing, including any previous housing agreements executed between the parties.

41. Signature

Your signature below acknowledges that you have read and understood this University Housing and Dining Contract and agree to abide by the terms of the Contract, and further agree to abide by all of the policies and guidelines set forth by Northwood University. By signing this Contract, you agree to make timely payment for housing services and dining services (if applicable) provided to you under the terms and conditions of this Contract. By signing, you acknowledge this document supersedes any other University document that may pertain or refer to University Housing Occupancy of Units.

Resident Name (print)	Resident Signature	Date	
Parent/Guardian Signature (required	l if Resident is less than age 18)	Date	

Please review to make sure all information is complete and contract/form is signed. Keep a copy for your records.

Enclose completed and signed contract/form in an envelope with the necessary postage and mail to:

Northwood University - Office of Housing & Residence Life • 4000 Whiting Drive • Midland, MI 48640

Or you may fax the completed and signed contract/form to 989-837-4111 or email it to shepherj@northwood.edu